

EXPENSE

1115

DATE

12/22/2014

CHECK AMOUNT

\$3,786.56

PAY ***Three Thousand Seven Hundred Eighty Six and 56/100*** Dollars

TO SERRA & GARRITY PC
THE 1331 SERILLE ROAD
ORDER SANTA FE, NM 87508
OF

11493	SERRA & GARRITY PC	1115	12/22/2014		1016342
Vendor	Vendor Name	Voucher	Date	Account Number	Check Number

<u>PO Number</u>	<u>Invoice</u>	<u>Amount</u>
0	4758 DPV	3,786.56

SCANNED

TOTAL:

\$3,786.56

Rio Arriba County

Voucher Detail Listing

Voucher Batch Number: 1115

12/22/2014

Fiscal Year: 2014-2015

Vendor Remit Name

Description

Vendor #

QTY

PO No

Invoice
Invoice Date

Account

Amount

SERRA & GARRITY PC

1331 SERILLE ROAD

SANTA FE

NM 87508

Check Group:

ATTORNEY-LEGAL FEES

1 0

4758 DPV

11/19/2014

1101 0110.45020.00

ATTORNEY

\$3,786.56

Check # 0

PO/InvoiceTotal: \$3,786.56

Vendor Total: \$3,786.56

Reviewed By:

Date:

Approved By:

Date:

Direct Payment Voucher

Rio Arriba County
PO Box 127
Tierra Amarilla, NM 87575

[illegible]

SERRA & GARRITY, PC
440 Cerrillos Road, Suite 4
Santa Fe, NM 87501
505-983-6956

Date 11/19/2014

Invoice # 4758

Tax ID 85-0421834

Invoice submitted to:

County of Rio Arriba
c/o Tomas Campos, County Manager
PO Box 127
Tierra Amarilla, NM 87575

INVOICE

In Reference To: **Professional Services**

Date	Atty	Professional Services	Hours	Rate	Amount
11/19/2014	DMG	Assistance with employee matter; draft letters, e-mails, and agreement.		3,500.00	3,500.00T

PAID

OK. J. J. [Signature]

We appreciate your prompt payment.

Subtotal	\$3,500.00
Sales Tax (8.1875%)	\$286.56
Total	\$3,786.56
Payments/Credits	\$0.00
Balance Due	\$3,786.56

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into on the undersigned dates by and between Rio Arriba County, hereinafter referred to as "County", and Diane Garrity, an Attorney of Serra & Garrity P.C., hereinafter referred to as "Attorney" or "Contractor."

It is hereby agreed between the parties:

1. Scope of Work

Contractor will assist the County in resolving personnel problems by conferring with County in-house counsel on a case by case basis, at the request of County.

Contractor will also assist the County in reviewing and preparing agreements for the resolution of personnel problems on a case by case or department by department basis.

2. Compensation

Compensation for this contract will be maximum of \$3,500.00, plus gross receipts tax, upon receipt of invoice from Attorney and approval of County Manager or in-house Counsel. Contractor will be responsible for paying and reporting individual taxes.

3. Term

The term of this contract will be from October 1, 2014 to December 31, 2014, with possible extensions at the exclusive request and approval of County.

4. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. Status of Contractor

The Contractor, his/her agents, and employees are independent contractors performing professional services for County. The Contractor, his/her agents, and employees shall not accrue leave, retirement, insurance, bonding authority, use of state vehicles, or any other benefits afforded to employees of County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by him/her for income tax purposes as self-employment tax.

6. Assignment

The Contractor shall not assign nor transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of County.

7. Subcontracting

The Contractor shall not subcontract any portion of the service to be performed under this Agreement without the prior written approval of County.

8. Release

The Contractor, upon final payment of the amount due under this Agreement, releases County, its officers, and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind County to any obligation not assumed herein by County, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.

9. Confidentiality

Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without approval of County.

10. Product of Services: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of County and shall be delivered to County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be subject of any application for copyright by or on behalf of the Contractor.

11. Conflict of Interest

The Contractor warrants that she/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

12. Amendment

This Agreement shall not be altered, changed or amended except by an instrument, in writing, executed by the parties hereto.

13. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or

understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

15. Other Provisions

None

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the signatories below.

COUNTY OF RIO ARRIBA

P.O. Box 127

Tierra Amarilla, NM 87575

BY: 

TOMAS CAMPOS, County Manager

11/18/2014
DATE

SERRA & GARRITY, LLC.

P.O. Box 8177

Santa Fe, NM 87504-8177

BY: 

DIANE GARRITY, Attorney Contractor

11.18.2014
DATE